

## AIRPORT LICENSE AGREEMENT

THIS LICENSING AGREEMENT made and entered into between the CITY OF NEWPORT, an Oregon municipal corporation, hereinafter "CITY", and DANA ANDERSON, dba Apple Valley Air, hereinafter AVA, witnesseth:

WHEREAS, the CITY owns and operates an airport in Newport, Oregon, known as the Newport Municipal Airport; and

WHEREAS, AVA operates air tours and desires to operate such air tours from the Newport Municipal Airport; and

WHEREAS, AVA desires to utilize in its operations certain features and fixtures at said municipal airport; and

WHEREAS, CITY and AVA deem it advantageous to both parties to enter into this non-exclusive license agreement; it is therefore agreed as follows:

1. PREMISES. AVA is granted a non-exclusive license to conduct its business at designated locations on site at the airport, identified and circumscribed by the CITY Airport Operations Manager. The usage area shall include non-exclusive use of the "after hours facility" (an approximately 12'X12' lighted and covered area). Said site is to be utilized for sight-seeing and air tours from the municipal airport consistent with all applicable federal, state and local laws, regulations and rules.
2. AIRCRAFT SPACE. AVA shall have the right in conducting its operations to park and/or store aircraft at location(s) identified and approved by the Airport Operations Manager. Use of any hangar on the premises is not within the scope of this license agreement.
3. SIGNAGE. AVA shall have the right to locate and erect signage, including 'sandwich-board signs, on site at locations and under the conditions approved by the Airport Operations Manager. Such signage shall be consistent with all applicable City of Newport regulations and ordinances.
4. MAINTAINANCE. AVA shall maintain the areas subject to its use in a clean and orderly manner. AVA is responsible to insure that trash, garbage and other refuse shall be disposed in an acceptable manner and shall not be allowed to accumulate on the usage area.
5. SANITATION. AVA shall be allowed use of a temporary 'porta-potty' restroom facility on-site adjacent to the covered area.
6. TERM. The term of this license shall be month-to-month and shall begin on the date of its execution by both parties. The over-all term shall not exceed 120 days in duration. Upon termination of this license agreement, AVA acknowledges that it shall have no further right, claim, or interest in any part of the premises.
7. RENTAL. AVA shall pay CITY the sum of \$35.00 per month, in advance, for use of the license area and the associated fixtures and benefits, including the aircraft parking area, related to the air tours operated by AVA.
8. INSURANCE. AVA shall provide and maintain aircraft liability insurance coverage for each occurrence in the amounts of \$1,000,000. AVA shall provide a copy of the insurance certificate showing the insurance coverage of AVA and shall include a 30-day notice of cancellation clause to be provided to CITY.
9. DAMAGES. AVA shall be liable for any and all damage to the premises attributable to or arising from AVA operations at the Newport Municipal Airport.

10. INDEMNITY. AVA agrees to indemnify and hold harmless CITY from all suits, claims, demands, damages, and actions of any kind and nature by reason of any and all of its operations, and does hereby agree to assume all risk in the operation of its business and shall be solely responsible for all damages for any and all accidents or injuries to persons or property; excepting only those damages resulting exclusively from the gross negligence or willful misconduct of the CITY.
11. INGRESS AND EGRESS. Subject to all regulations governing the use of the premises and directives of the Airport Operations Manager, AVA shall have the non-exclusive right of ingress and egress from the license area for air-tours during daylight hours during the term of this license agreement. Daily operations which are required for preparation and termination of the daily air tours may be conducted before or after day-light hours.
12. OPERATING HOURS. AVA shall post operating hours for the convenience of the public at locations and in areas approved by the Airport Operations Manager
13. NONDISCRIMINATION. AVA shall not discriminate on the basis of any protected classification of any persons in the provision of its air tour services
14. DEFAULT. In the event that AVA shall fail to fulfill and comply with the terms of this license agreement, or the instructions of the Airport Operations Manager, said agreement shall be subject to immediate termination by CITY after providing Notice of said termination delivered physically to AVA at the Newport Municipal Airport or after 24 hours Notice by email to AVA at [dta@juno.com].
15. INDEPENDENT CONTRACTOR. Nothing contained in this license agreement shall be construed as creating or establishing between AVA and CITY any agency or employment relationship. AVA shall be required to obtain any and all permits, authorizations and licenses, including CITY business license, before engaging in its operations on the premises. AVA further agrees to pay all applicable taxes when due and to obtain and retain Workers Compensation where required by law.

CITY OF NEWPORT



Spencer R. Nebel  
City Manager

7/13/15

Dae

APPLE VALLEY AIR



Dana Anderson  
Owner/Operator

7/3/2015

Date

**Approved as to Form**



City Attorney